

RECORDATION NO. 14033-0  
SEP 30 1983 12 20 PM  
INTERSTATE COMMERCE COMMISSION

No. 273A083  
SEP 30 1983

Date  
Fee 10.00

ICC Washington, D.C.

CHEMICAL BUSINESS CREDIT CORP.  
Suite 1822  
55 Water Street  
New York, New York 10041

RECEIVED  
SEP 30 12 11 PM '83  
I.C.C.  
FEE OPERATION BR.

September 15, 1983

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

On behalf of Chemical Business Credit Corp., I enclose five original counterparts of the document described below to be recorded pursuant to section 11303 of title 49 of the United States Code:

Reassignment of Lease dated as of September 15, 1983, a secondary document.

The primary document to which this document relates is a Lease of Railroad Equipment dated as of May 15, 1983, which was recorded on June 2, 1983, at 11:35 a.m. and assigned recordation number 14033.

The names and addresses of the parties to the document are as follows:

Assignor  
Chemical Business Credit Corp.  
Suite 1822  
55 Water Street  
New York, New York 11041

Assignee  
ChemCredit Inc.  
Suite 1822  
55 Water Street  
New York, New York 10041

The equipment covered by the documents consists of nineteen diesel-electric locomotives, EMD model GP-40, bearing the road numbers of Missouri-Kansas-Texas Railroad Company 211 through 221 and 223 through 230, and four diesel-electric locomotives, EMD model GP-38, bearing the road numbers of Missouri-Kansas-Texas

Railroad Company 300 through 303. Each such locomotive is marked with the legend "OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION."

A short summary of the document to appear in the index follows:

Reassignment of Lease dated as of September 15, 1983, reassigning the Lease of Railroad Equipment with recordation number 14033, covering nineteen diesel-electric locomotives, EMD model GP-40, bearing the road numbers of Missouri-Kansas-Texas Railroad Company 211 through 221 and 223 through 230, and four diesel-electric locomotives, EMD model GP-38, bearing the road numbers of Missouri-Kansas-Texas Railroad Company 300 through 303.

A fee of \$10 is enclosed. Please return all counterparts not needed by the Commission for recordation, stamped to show recordation, to the undersigned at the above address.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert J. Lewis".

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Robert F. Genise  
Chemical Business Credit Corp.  
Suite 1822  
55 Water Street  
New York, New York 10041

September 30, 1983

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/30/83 at 12:20PM , and assigned re-recording number(s) 14033-D, & 14033-E

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 14033-1  
SEP 20 1983 12 50 PM  
INTERSTATE COMMERCE COMMISSION

REASSIGNMENT OF LEASE dated as of September 15, 1983, between CHEMICAL BUSINESS CREDIT CORP., a Delaware corporation (hereinafter called the Assignor), and CHEMCREDIT, INC., a New York corporation (hereinafter called the Assignee).

WHEREAS, as collateral security for its obligations under a certain conditional sale agreement, CIS Rail Corporation (hereinafter called the Lessor) has assigned its rights to the Lease of Railroad Equipment dated as of May 15, 1983 (hereinafter called the Lease), between the Lessor and Missouri-Kansas-Texas Railroad Company (hereinafter called the Lessee) to the Assignor pursuant to the Assignment of Lease and Agreement dated as of May 15, 1983 (hereinafter called the Lease Assignment); and

WHEREAS the Lease and the Lease Assignment have been filed and recorded with the Interstate Commerce Commission pursuant to section 11303 of Title 49 of the United States Code on June 2, 1983, at 11:35 a.m., and assigned recordation numbers 14033 and 14033A, respectively.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The Assignor hereby assigns, transfers, and sets over to the Assignee, its successors and assigns, all of the Assignor's right, title, and interest in and to the Lease and the payments due and to become due thereunder, and all of the Assignor's rights, privileges, powers, and remedies under the Lease and the Lease Assignment.

2. In furtherance of the foregoing assignment, the Assignor hereby authorizes the Assignee, in the Assignee's own name or in the name of and as attorney for the Assignor or the lessor under the Lease, to collect and receive all amounts to which the Assignee is or may be entitled under this assignment, and to enforce compliance by the Lessee with the terms and conditions of the Lease.

3. The Assignee may assign and reassign any or all of its rights under the Lease assigned to it hereby, including the right to receive the payments due or to become due from the Lessee thereunder. In the event of such assignment, the assignee thereof shall enjoy all of the rights and privileges and be subject to the obligations of the assignee hereunder.

4. This agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which together shall constitute a single agreement.

5. Although this assignment is dated as of the date first above written for convenience, the actual dates of execution


hereof by the parties hereto are respectively the dates set forth in the acknowledgments hereto annexed, and this assignment shall be effective on the latest of such dates.

IN WITNESS WHEREOF, the parties hereto have each caused this assignment to be duly executed by their respective officers thereunto duly authorized:

CHEMICAL BUSINESS CREDIT CORP.

by   
Vice President

CHEMCREDIT, INC.

by   
Vice President

STATE OF NEW YORK )

COUNTY OF *Westchester* )

SS.:

On this *15th* day of September, 1983, before me personally appeared *Robert Genise*, to me personally known, who, by me being duly sworn, says that he is a Vice President of Chemical Business Credit Corp., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Carol Ann Spinella*  
Notary Public

**CAROL ANN SPINELLA**  
Notary Public, State of New York  
Qualified in Westchester County  
No. 4748902  
Commission Expires March 30, 1985

STATE OF NEW YORK )

COUNTY OF *New York* )

SS.:

On this *27* day of September, 1983, before me personally appeared *FRANK P. Puma*, to me personally known, who, by me being duly sworn, says that he is a Vice President of ChemCredit, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Helen J. Burnette*  
Notary Public

**HELEN J. BURNETTE**  
Notary Public, State of New York  
No. 41-5535200  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1984